



Kurt E. Floren
Agricultural Commissioner/
Director of Weights and Measures

COUNTY OF LOS ANGELES
Department of
**Agricultural Commissioner/
Weights and Measures**

*12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.co.la.ca.us>*

Robert G. Atkins
Chief Deputy

March 29, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO VARIOUS WEED ABATEMENT CONTRACTS
FOR INCREASE IN TOTAL CONTRACT AMOUNT
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Amendments to Contract 74907 with Gardner Tractor Service, 74916 with Versatile Enterprises, and 74914 with SR Landscape, to increase the contract sum of each agreement, effective upon Board approval through June 30, 2005.
2. Instruct the Chair to sign the Amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the above action is to enable the Agricultural Commissioner/Weights and Measures Department (ACWM), Weed Abatement Division to continue providing essential fire prevention services throughout the unincorporated areas of the County and contract cities.

The success of the weed abatement program depends on the timely abatement of fire hazards posed by weeds and brush. An integral part of the annual program requires the use of hand crews, tractors and specialized power equipment which are furnished under contract by private vendors.

The Honorable Board of Supervisors
March 29, 2005
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This season's climatic conditions and resulting heavy weed growth have necessitated this request for additional vendor work for tractor discing and handwork. Therefore, we are asking that the Board approve the following amendments to vendor contracts:

Contract 74907, Gardner Tractor Service, from \$138,450 to \$147,150.

Contract 74916, Versatile Enterprises, from \$49,800 to \$75,600.

Contract 74914, SR Landscape, from \$110,100 to \$118,755.

The total increase in contract authority is \$43,155.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goals of Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Fiscal Responsibility (Goal 4) and Community Services (Goal 6).

The use of vendors allows the ACWM to provide an efficient, cost-effective response to the seasonal workload demands of hazardous weed and brush abatement.

FISCAL IMPACT/FINANCING

These contracts are 100% revenue offset and there is no increase in ACWM's net county cost. The contract increases are fully-offset by anticipated weed abatement revenue through property tax liens and direct charges.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Contracts 74907, 74916, and 74914 were originally awarded on June 15, 2004 and are effective through June 30, 2005 with renewal options. If approved, the Amendments to the Contracts will increase the total contract amounts and may be extended upon mutual agreement for two (2) one-year periods.

ACWM has determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Amendments.

The Amendments have been reviewed by County Counsel and are approved as to form.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will enable the ACWM to abate the present hazardous conditions through the end of the 2004-2005 fiscal year.

CONCLUSION

When approved, ACWM requires one (1) signed copy of the Amendments and minute order of the Board's action.

Respectfully submitted,

KURT E. FLOREN
Agricultural Commissioner/
Director of Weights and Measures

KEF:RGA:RS:cm
Amend20042005new

Attachment

c: Chief Administrative Officer
County Counsel
Auditor-Controller

WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and Gardner Tractor Service, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the Information for Bidders, the undersigned bidder, having familiarized himself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

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3 **2. TERM OF AGREEMENT**

4 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
5 Agreement shall be for period commencing from the date of Board Approval, through June 30, 2005.

6 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months
7 upon mutual agreement on terms acceptable to the COUNTY.

8 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
9 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
10 Contractor shall send written notification to Agricultural Commissioner at the address herein
11 provided in paragraph 11.

12 **3. CONTRACTOR OBLIGATIONS**

13 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
14 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
15 requirement during the term of this agreement.

16 **4. BILLING AND PAYMENT**

17 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
18 with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and rate of service
19 to be provided, are itemized in attached Appendix A.

20 **5. TERMINATION FOR IMPROPER CONSIDERATION**

21 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
22 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
23 offered or given by CONTRACTOR, either directly or through an intermediary, to any County
24 officer, employee or agent with the intent of securing the Agreement or securing favorable
25 treatment with respect
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4 respect to the award, amendment or extension of the Agreement or the making of any
5 determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In
6 the event of such termination, COUNTY shall be entitled to pursue the same remedies against
7 CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit
9 such improper consideration. The report shall be made either to the County manager charged with
10 the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline
11 at (800) 544-6861.

12 Among other items, such improper consideration may take the form of cash, discounts, service, the
13 provision of travel or entertainment, or tangible gifts.

14 6. **CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

15 Should CONTRACTOR require additional or replacement personnel after the effective date of the
16 Agreement, Contractor shall give consideration for any such employment openings to participants
17 in the COUNTY'S Department of Public Social Services' Greater Avenues for Independence
18 (GAIN) or General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum
19 qualifications for the open position. The COUNTY will refer GAIN/GROW participants by job
20 category to the CONTRACTOR.

21 7. **INDEPENDENT CONTRACTOR STATUS**

22 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
23 contractor. This Agreement is not intended, and shall not be construed, to create the relationship
24 of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY
25 and CONTRACTOR.

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4 **8. EMPLOYEES OF CONTRACTOR**

5 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this
6 Agreement are, for purposes of Worker's Compensation liability, employees solely of
7 CONTRACTOR and not of COUNTY.

8 **9. COMPLIANCE WITH ALL LAWS**

9 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
10 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
11 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
12 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
13 laws, rules, regulations or ordinances.

14 **10. INDEMNIFICATION**

15 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
16 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
17 and all liability and expense, including defense costs and legal fees, arising from or connected with
18 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
19 operations or its services, which result from bodily injury, death, personal injury, or property
20 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
21 to indemnify for liability and expense arising from the active negligence of the COUNTY.

22 **11. INSURANCE**

23 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
25 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural

Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.

a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.

b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or

2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

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4 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this
5 section, COUNTY may procure, upon such terms and in such manner as COUNTY may
6 deem appropriate, services similar to those terminated and CONTRACTOR shall be liable
7 to COUNTY for any excess costs for such similar services.

8 13. **ADDITIONAL TERMINATION PROVISIONS**

9 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may
10 terminate this Agreement in the event of the occurrence of any of the following:

- 11 1. **INSOLVENCY OF THE CONTRACTOR**: The CONTRACTOR shall be deemed
12 to be insolvent if it has ceased to pay its debts in the ordinary course of business or
13 cannot pay its debts as they become due, whether he has committed an act of
14 bankruptcy or not, and whether insolvent within the meaning of the Federal
15 Bankruptcy law or not;
16 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
17 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
18 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
19 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY
20 within 14 days.

21 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and
22 are in addition to any other rights and remedies provided by law or under this Agreement.

23 14. **LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

24 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
25 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
26 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or

vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject

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2 personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any
3 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify,
4 defend and hold COUNTY harmless from any employer sanctions or other liability which may be
5 assessed against COUNTY or CONTRACTOR.

6 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
7 **COMPLIANCE PROGRAM"**
8

9 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
10 who benefit financially from COUNTY through contract are in compliance with their court-ordered
11 child, family and spousal support obligations in order to mitigate the economic burden otherwise
12 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
13 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract
14 to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance
15 and shall during the term of this contract maintain compliance with employment and wage reporting
16 requirements as required by the Federal Social Security Act (42 USC Section 653a) and California
17 Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and
18 Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child
19 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section
20 5246(b).

21 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
22 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**
23

24 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20.

25 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
26 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.

27 Without limiting the rights and remedies available to COUNTY under any other provision of this

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4 contract, failure to cure such default within 90 days of notice by the Los Angeles County District
5 Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract
6 pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

7 **22. COUNTY'S QUALITY ASSURANCE PLAN**

8 The County or its agent will evaluate Contractor's performance under this agreement on not less than
9 an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms
10 and performance standards. Contractor deficiencies which County determines are severe or continuing
11 and that may place performance of the agreement in jeopardy if not corrected will be reported to the
12 Board of Supervisors. The report will include improvement/corrective action measures taken by the
13 County and Contractor. If improvement does not occur consistent with the corrective action measures,
14 County may terminate this agreement or impose other penalties as specified in this agreement.

15 **23. CONTRACT DOCUMENT INCORPORATED**

16 The Contract entered in by this Agreement consists of the following Contract documents, all of which
17 are component parts of the Contract as if herein set out in full or attached hereto:

18 Information for Bidders
19 Bidder's Required Documents
20 General Specifications
21 Bid Proposal
22 Bid Award Letter

23 All of the above-named contract documents are intended to be complementary. Work required by one
24 of the above-named contract documents and not by other shall be done as if required by all.

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3 **24. MAXIMUM CONTRACT AMOUNT**

4 COUNTY'S maximum obligation under this Agreement is **\$147,150.00** including all fees and
5 expenses. (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses
6 incurred in connection with this Agreement which exceed this amount shall be a gratuitous effort by
7 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
8 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
9 amount, in the event additional services from the CONTRACTOR are required.

10 Any other change effecting the scope of work, price or other terms and conditions under this
11 agreement must be approved by the County Board of Supervisors or Agricultural Commissioner.

12 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
13 determine when it has incurred seventy-five percent (75%) of the total contract authorization under
14 this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
15 Agricultural Commissioner at the address herein provided in paragraph 11.

16 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

17 A. Responsible Contractor

- 18 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
19 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
20 perform the Contract. It is the COUNTY'S policy to conduct business only with
21 responsible Contractors.

22 B. Chapter 2.202 of the County Code

- 23 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the

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2 County Code, if the COUNTY acquires information concerning the performance of the
3 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is
4 not responsible, the COUNTY may, in addition to other remedies provided in the
5 Contract, debar the CONTRACTOR from bidding on County Contracts for a specified
6 period of time not to exceed three (3) years, and terminate any or all existing Contracts
7 the CONTRACTOR may have with the COUNTY.

8 C. Non-responsible Contractor

9 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,
10 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract
11 with the COUNTY, (2) committed any act or omission which negatively reflects on the
12 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
13 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
14 committed an act or offense which indicates a lack of business integrity or business honesty,
15 or (4) made or submitted a false claim against the COUNTY or any other public entity.

16 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
17 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed
18 debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing
19 before the Contractor Hearing Board.

20 The Contractor Hearing Board will conduct a hearing where evidence on the proposed
21 debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative
22 shall be given an opportunity to submit evidence at that hearing. After the hearing, the
23 Contractor Hearing Board shall prepare a proposed decision, which shall contain a
24 recommendation regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM
BY COUNTY COUNSEL:

RAYMOND G. FORTNER, JR.

By _____
Deputy

CONTRACTOR

Company Name

By _____

Date _____

Address _____

APPENDIX A
 Gardner Tractor Service
 WEED ABATEMENT TRACTOR CONTRACT
 (July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 5 - Hourly Discing	400 hrs	\$175.50	\$70,200.00
Zone 5 - Square Footage Discing	0-10,000 sq ft (M)	25 M	\$180.00
	10,001-25,000 sq ft (N)	20 N	\$175.00
	25,001 sq ft - 1 acre (P)	35 P	\$208.00
	1/4 acre or portion thereof		
	in excess of 1 acre-(Exc)	35 Exc	\$ 80.00
Zone 6 - Hourly Discing	120 hrs	\$175.50	\$21,060.00
Tractor/Extension Mower	80 hrs	\$132.00	\$10,560.00
Section II, Loader/Multipurpose Bucket, Item 1	85 hrs	\$110.00	\$ 9,350.00
Section II, Dump Trucks, Item 2	115 hrs	\$ 80.00	<u>\$ 9,200.00</u>
Total Amount of Contract Awarded			\$138,450.00

AMENDMENT

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 5 - Hourly Discing	40 hrs	\$175.50	\$7,020.00
Section II, Loader/Multipurpose Bucket, Item 1	8 hrs	\$110.00	\$ 880.00
Section II, Dump Trucks, Item 2	10 hrs	\$ 80.00	<u>\$ 800.00</u>
Total Amount of Increase			\$8,700.00
Total Amount of Contract Awarded			<u>\$147,150.00</u>

WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and Versatile Enterprises, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the Information for Bidders, the undersigned bidder, having familiarized himself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

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9 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
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12 provided in paragraph 11.

13 **3. CONTRACTOR OBLIGATIONS**

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15 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
16 requirement during the term of this agreement.

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3 respect to the award, amendment or extension of the Agreement or the making of any determinations
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10 at (800) 544-6861.

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5 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
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9 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules,
10 regulations or ordinances, and all provisions required thereby to be included herein, are hereby
11 incorporated by reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from
12 any loss, damage or liability resulting from a violation on the part of the CONTRACTOR of such
13 laws, rules, regulations or ordinances.

14 **10. INDEMNIFICATION**

15 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
16 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any
17 and all liability and expense, including defense costs and legal fees, arising from or connected with
18 claims and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S
19 operations or its services, which result from bodily injury, death, personal injury, or property
20 damage (including damage to CONTRACTOR's property). CONTRACTOR shall not be obligated
21 to indemnify for liability and expense arising from the active negligence of the COUNTY.

22 **11. INSURANCE**

23 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
25 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.

a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.

b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

1. A Certificate of Deposit or an Irrevocable Letter of Credit payable to the COUNTY upon demand and in an amount not less than \$500 per contract, but not to exceed \$1,000.

12. TERMINATION FOR CONTRACTOR'S DEFAULT

A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or

2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

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4 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section,
5 COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate,
6 services similar to those terminated and CONTRACTOR shall be liable to COUNTY for any
7 excess costs for such similar services.

8 13. **ADDITIONAL TERMINATION PROVISIONS**

9 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may terminate
10 this Agreement in the event of the occurrence of any of the following:

- 11 1. **INSOLVENCY OF THE CONTRACTOR**: The CONTRACTOR shall be deemed to be
12 insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its
13 debts as they become due, whether he has committed an act of bankruptcy or not, and whether
14 insolvent within the meaning of the Federal Bankruptcy law or not;
15 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
16 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
17 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
18 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within
19 14 days.

20 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are in
21 addition to any other rights and remedies provided by law or under this Agreement.

22 14. **LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

23 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for
24 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of
25 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

15. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with any governed by the laws of the State of California Health and Safety Code, the Los Angeles Fire Code, California Government Code and various city codes and ordinances. Any action brought by either party on this Agreement shall be brought in the Los Angeles Superior Court.

16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

17. NONDISCRIMINATION IN EMPLOYMENT

A. By signature to this Agreement, CONTRACTOR certifies and agrees that all persons employed by such firm, its affiliate, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, sex, age, or physical or mental disability, marital status, or political affiliation and in compliance with all anti-discrimination laws of the United States of America and the State of California. CONTRACTOR further certifies and agrees that it will deal with its subcontractors, bidders or

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vendors without regard to or because of race, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

B. CONTRACTOR shall allow the COUNTY access to its employment records during the regular business hours to verify compliance with these provisions when so requested by the COUNTY.

C. If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend the contract in accordance with paragraph 11 herein.

D. The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of the contract, the COUNTY shall, at its option, be entitled to a sum of ten (10) percent of the contract amount or one thousand dollars (\$1000), whichever is greater, as damages in lieu of canceling, terminating or suspending the contract pursuant to paragraph 11.

18. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000e(1) through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

19. EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its subject

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2 personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any
3 new personnel in accordance with the applicable provisions of law. CONTRACTOR shall indemnify,
4 defend and hold COUNTY harmless from any employer sanctions or other liability which may be
5 assessed against COUNTY or CONTRACTOR.

6 **20. "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT**
7 **COMPLIANCE PROGRAM"**
8

9 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals
10 who benefit financially from COUNTY through contract are in compliance with their court-ordered
11 child, family and spousal support obligations in order to mitigate the economic burden otherwise
12 imposed upon COUNTY and its taxpayers. As required by COUNTY'S Child Support Compliance
13 Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this contract
14 to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance
15 and shall during the term of this contract maintain compliance with employment and wage reporting
16 requirements as required by the Federal Social Security Act (42 USC Section 653a) and California
17 Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and
18 Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child
19 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section
20 5246(b).

21 **21. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH**
22 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**
23

24 Failure of CONTRACTOR to maintain compliance with the requirements set forth in paragraph 20.
25 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT
26 COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract.
27 Without limiting the rights and remedies available to COUNTY under any other provision of this

contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to paragraph 12. "TERMINATION FOR CONTRACTOR'S DEFAULT."

22. COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

23. CONTRACT DOCUMENT INCORPORATED

The Contract entered in by this Agreement consists of the following Contract documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Information for Bidders
Bidder's Required Documents
General Specifications
Bid Proposal
Bid Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

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3 **24. MAXIMUM CONTRACT AMOUNT**

4 COUNTY'S maximum obligation under this Agreement is **\$75,600.00** including all fees and expenses.
5 (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses incurred in
6 connection with this Agreement which exceed this amount shall be a gratuitous effort by
7 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
8 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
9 amount, in the event additional services from the CONTRACTOR are required.

10 Any other change effecting the scope of work, price or other terms and conditions under this agreement
11 must be approved by the County Board of Supervisors or Agricultural Commissioner.

12 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
13 determine when it has incurred seventy-five percent (75%) of the total contract authorization under this
14 Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
15 Agricultural Commissioner at the address herein provided in paragraph 11.

16 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

17 A. Responsible Contractor

- 18 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
19 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform
20 the Contract. It is the COUNTY'S policy to conduct business only with responsible
21 Contractors.

22 B. Chapter 2.202 of the County Code

- 23 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the

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2 County Code, if the COUNTY acquires information concerning the performance of the
3 CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not
4 responsible, the COUNTY may, in addition to other remedies provided in the Contract,
5 debar the CONTRACTOR from bidding on County Contracts for a specified period of time
6 not to exceed three (3) years, and terminate any or all existing Contracts the
7 CONTRACTOR may have with the COUNTY.

8 C. Non-responsible Contractor

9 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion,
10 that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with
11 the COUNTY, (2) committed any act or omission which negatively reflects on the
12 CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any
13 other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)
14 committed an act or offense which indicates a lack of business integrity or business honesty, or
15 (4) made or submitted a false claim against the COUNTY or any other public entity.

16 D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will
17 notify the CONTRACTOR in writing of the evidence that is the basis for the proposed debarment
18 and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the
19 Contractor Hearing Board.

20 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment
21 is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given
22 an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing
23 Board shall prepare a proposed decision, which shall contain a recommendation regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

RAYMOND G. FORTNER, JR.

By _____

Date _____

By _____
Deputy

Address _____

APPENDIX A
Versatile Enterprises
WEED ABATEMENT TRACTOR CONTRACT
(July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 7, Hourly Discing	150 hrs	\$160.00	\$24,000.00
Zone 9, Hourly Discing	150 hrs	\$172.00	\$25,800.00
Total Amount of Contract Awarded			<u>\$49,800.00</u>

AMENDMENT

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 7, Hourly Discing	150 hrs	\$172.00	\$25,800.00
Total Amount of Contract Awarded			\$75,600.00

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WEED ABATEMENT CONTRACT

THIS AGREEMENT, made and entered into for the period from date of Board approval by and between the County of Los Angeles hereinafter referred to as "COUNTY" and SR Landscape, a contractor designated by the Department of Agricultural Commissioner/Weights and Measures, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR, as will appear by reference to the proceeding of the Board of Supervisors of the County of Los Angeles, has been awarded the contract for the work and services hereinafter mentioned:

1. COMPLIANCE WITH CONTRACT

PURSUANT TO, and in compliance with the Bid Proposal, the General Specifications, and the Information for Bidders, the undersigned bidder, having familiarized himself with the terms and conditions of the contract, the prices stated, and subject to the instructions and conditions of the General Specifications and other contract documents, agrees to perform, within the time required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation service necessary to perform the contract and complete in a workmanlike manner all of the work required.

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4 **2. TERM OF AGREEMENT**

5 Subject to the termination provisions set forth in paragraph 11 and 12 herein, the term of the
6 Agreement shall be for period commencing from the date of Board Approval, through June 30, 2005.

7 It may be extended two times upon mutual agreement. Each extension period shall be for 12 months
8 upon mutual agreement on terms acceptable to the COUNTY.

9 CONTRACTOR shall notify the Agricultural Commissioner when this Contract is within six (6)
10 months from the expiration of the term as provided for herein above. Upon occurrence of this event,
11 Contractor shall send written notification to Agricultural Commissioner at the address herein provided
12 in paragraph 11.

13 **3. CONTRACTOR OBLIGATIONS**

14 CONTRACTOR shall perform Weed Abatement services as directed by the COUNTY pursuant to
15 paragraph E. of the General Specifications. The COUNTY guarantees no minimum service
16 requirement during the term of this agreement.

17 **4. BILLING AND PAYMENT**

18 CONTRACTOR shall invoice COUNTY twice monthly in arrears for work performed in accordance
19 with paragraph F. 5 of General Specifications. The CONTRACTOR'S services, and rate of service
20 to be provided, are itemized in attached Appendix A.

21 **5. TERMINATION FOR IMPROPER CONSIDERATION**

22 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of
23 CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was
24 offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer,
25 employee or agent with the intent of securing the Agreement or securing favorable treatment with

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4 respect to the award, amendment or extension of the Agreement or the making of any determinations
5 with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such
6 termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it
7 could pursue in the event of default by the CONTRACTOR.

8 CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such
9 improper consideration. The report shall be made either to the County manager charged with the
10 supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800)
11 544-6861.

12 Among other items, such improper consideration may take the form of cash, discounts, service, the
13 provision of travel or entertainment, or tangible gifts.

14 **6. CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT**

15 Should CONTRACTOR require additional or replacement personnel after the effective date of the
16 Agreement, Contractor shall give consideration for any such employment openings to participants in
17 the COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) or
18 General Relief Opportunity for Work Program who meet CONTRACTOR'S minimum qualifications
19 for the open position. The COUNTY will refer GAIN/GROW participants by job category to the
20 CONTRACTOR.

21 **7. INDEPENDENT CONTRACTOR STATUS**

22 In the performance of this Agreement, CONTRACTOR shall be and remain an independent
23 contractor. This Agreement is not intended, and shall not be construed, to create the relationship of
24 agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and
25 CONTRACTOR.

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4 **8. EMPLOYEES OF CONTRACTOR**

5 CONTRACTOR agrees that all persons furnishing services to COUNTY pursuant to this Agreement
6 are, for purposes of Worker's Compensation liability, employees solely of CONTRACTOR and not
7 of COUNTY.

8 **9. COMPLIANCE WITH ALL LAWS**

9 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations
10 or ordinances, and all provisions required thereby to be included herein, are hereby incorporated by
11 reference. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage
12 or liability resulting from a violation on the part of the CONTRACTOR of such laws, rules,
13 regulations or ordinances.

14 **10. INDEMNIFICATION**

15 CONTRACTOR hereby agrees to indemnify, defend and hold harmless COUNTY and its Special
16 Districts, elected and appointed officers, employees, and agents (COUNTY) from and against any and
17 all liability and expense, including defense costs and legal fees, arising from or connected with claims
18 and lawsuits for damages or worker's compensation benefits relating to CONTRACTOR'S operations
19 or its services, which result from bodily injury, death, personal injury, or property damage (including
20 damage to CONTRACTOR's property). CONTRACTOR shall not be obligated to indemnify for
21 liability and expense arising from the active negligence of the COUNTY.

22 **11. INSURANCE**

23 Without limiting CONTRACTOR'S indemnification of COUNTY and during the terms of this
24 Agreement, CONTRACTOR shall provide and maintain at its own expense the following programs
25 of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and

primary to and not contributing with any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage and certified copy(ies) of additional insured endorsement(s), shall be delivered to Richard A. Russell, Chief Administrative Services, Department of Agricultural Commissioner/Weights and Measures, 12300 Lower Azusa Rd., Arcadia, CA 91006-5872, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONTRACTOR to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the COUNTY of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than \$1,000,000 per occurrence.
 - a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.
 - b. If written on a claims made form, the CONTRACTOR shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$300,000 per occurrence.

B. Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a \$1,000,000 limit, covering all persons the CONTRACTOR is legally required to cover.

C. Performance Surety: Such surety may be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by CONTRACTOR.

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A. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:

1. If CONTRACTOR fails to perform the service within the specified time or any extension thereof: or

2. If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of the Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from specifying such failure.

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- 4 B. In the event COUNTY terminates this Agreement in whole or in part as provided in this section,
- 5 COUNTY may procure, upon such terms and in such manner as COUNTY may deem
- 6 appropriate, services similar to those terminated and CONTRACTOR shall be liable to
- 7 COUNTY for any excess costs for such similar services.

8 **13. ADDITIONAL TERMINATION PROVISIONS**

- 9 A. In addition to the termination provisions set forth in paragraph 11, the COUNTY may terminate
- 10 this Agreement in the event of the occurrence of any of the following:

- 11 1. INSOLVENCY OF THE CONTRACTOR: The CONTRACTOR shall be deemed to be
- 12 insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay
- 13 its debts as they become due, whether he has committed an act of bankruptcy or not, and
- 14 whether insolvent within the meaning of the Federal Bankruptcy law or not;
- 15 2. The filing of a voluntary petition to have the CONTRACTOR declared bankrupt;
- 16 3. The appointment of a Receiver or Trustee for the CONTRACTOR;
- 17 4. The execution by the CONTRACTOR of an assignment for their benefit of creditors;
- 18 5. Failure of the CONTRACTOR to report bankruptcy proceedings to the COUNTY within
- 19 14 days.

- 20 B. The rights and remedies of the COUNTY provided in this clause shall not be exclusive and are
- 21 in addition to any other rights and remedies provided by law or under this Agreement.

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23 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for

24 CONTRACTOR's performance hereunder or by any provision of this Agreement during any of

25 COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds

applicable to this Agreement in COUNTY's budget for each such future fiscal year.

In the event that funds are not appropriated for such purpose, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

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16. INCLUSION OF OTHER LAWS/CLAUSES

CONTRACTOR agrees that each and every provisions of law and clause required to be inserted in the Agreement shall be deemed to be inserted herein and this Contract shall be read and be enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

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21 **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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Bid Proposal
Bid Award Letter

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by other shall be done as if required by all.

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3 **24. MAXIMUM CONTRACT AMOUNT**

4 COUNTY'S maximum obligation under this Agreement is **\$118,755.00** including all fees and expenses.
5 (See Appendix A Attached.) Any services provided by CONTRACTOR or expenses incurred in
6 connection with this Agreement which exceed this amount shall be a gratuitous effort by
7 CONTRACTOR for which COUNTY shall have no liability. The Agricultural Commissioner may
8 increase the COUNTY'S maximum obligation under this Agreement by 10% of the total contract
9 amount, in the event additional services from the CONTRACTOR are required.

10 Any other change effecting the scope of work, price or other terms and conditions under this agreement
11 must be approved by the County Board of Supervisors or Agricultural Commissioner.

12 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to
13 determine when it has incurred seventy-five percent (75%) of the total contract authorization under this
14 Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the
15 Agricultural Commissioner at the address herein provided in paragraph 11.

16 **25. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

17 A. Responsible Contractor

- 18 1. A responsible Contractor is a Contractor who has demonstrated the attribute of
19 trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily
20 perform the Contract. It is the COUNTY'S policy to conduct business only with
21 responsible Contractors.

22 B. Chapter 2.202 of the County Code

- 23 1. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the

County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding on County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

C. Non-responsible Contractor

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

D. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence that is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding

whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

E. These terms shall also apply to Subcontractors of County Contractors.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their fully authorized officers as of the dates set for below:

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

CONTRACTOR

APPROVED AS TO FORM
BY COUNTY COUNSEL:

Company Name

RAYMOND G. FORTNER, JR.

By _____

Date _____

By _____
Deputy

Address _____

APPENDIX A
 SR Landscape
 WEED ABATEMENT HANDWORK CONTRACT
 (July 1, 2004 through June 30, 2005)

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 3	20,000 units	\$1.89	\$ 37,800.00
Zone 5	2,500 units	\$2.10	\$ 5,250.00
Zone 7, Sec. I	15,000 units	\$1.95	\$ 29,250.00
Zone 9	20,000 units	\$1.89	\$ 37,800.00
Total Amount of Contract Awarded			<u>\$110,100.00</u>

AMENDMENT

<u>Contract Awarded</u>	<u>Units/Parcels</u>	<u>Unit Price</u>	<u>Total Amount</u>
Zone 3	2,000 units	\$1.89	\$ 3,780.00
Zone 7, Sec. I	2,500 units	\$1.95	<u>\$ 4,875.00</u>
Total Amount of Contract Amendment Awarded			<u>\$ 8,655.00</u>
<u>New Contract Total</u>			<u>\$118,755.00</u>

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